Ombudsman Decision
CIFO Reference Number: 25-000354
Complainant: Mr H
Respondent: Cigna Global Insurance Company Limited

The complainant, who I will refer to as Mr H, complains, in summary, that Cigna Global Insurance Company Limited (Cigna) unfairly declined a claim he made under a group private medical insurance policy.

Background

In summary, Mr H was an insured person under a group private medical insurance policy held by his employer.

He made a claim to Cigna on 3 July 2025, for US$32.48 for a physician visit and US$1,254.50 under the prescription medication cover section of the policy, for appetite-suppressing medication. Mr H says that before making the claim, he contacted Cigna and was told that prescription medication was covered. Cigna considered the claim and paid the physician visit of US$32.48 but declined the claim for the cost of prescription medication. Mr H resubmitted the claim on further occasions and each time, the claim was declined.

Mr H says he has never been provided with a full copy of the policy, which detailed the exclusions. He asked both Cigna and his employer and neither provided the policy documents to him. Based on the information he had available, he understood prescription medication was covered up to the limit of US$1,400 per year, without any exclusions. As such, he considers Cigna should pay the claim.

[1] Financial Services Ombudsman (Jersey) Law 2014 Article 16(11) and Financial Services Ombudsman (Bailiwick of Guernsey) Law 2014 Section 16(10)

Cigna's position is that the claim was correctly declined, as weight loss medication was excluded from cover. Regarding the provision of the policy documents, it says Mr H was an insured person under his employer's policy and it was the responsibility of the employer, as the policyholder, to provide the policy documents to Mr H.

Mr H's complaint was considered by one of our adjudicators, who did not uphold the complaint. In summary, they concluded:

- The policy excluded claims for medication designed to suppress appetite, so she was satisfied the costs of the medication were not covered by the policy.
- Mr H was an insured person under his employer's policy and Cigna had provided the policy documents to his employer. It was the responsibility of his employer to provide the policy documents to Mr H.
- The information available to Mr H via the Cigna Envoy portal did not list policy exclusions, but it did include a link to check cover for specific prescription medications. The particular medication was listed and included notes to say that there was a 'Quantity Limit', 'Prior Authorisation' was required before dispensing and it had a 'Benefit Exception' that "*This medication is typically not covered by plans".*
- Cigna had said it has no record of a conversation with Mr H before he made the claim about whether this medication was covered. Based on the content of the claim forms and later conversations with Cigna, she considered it was unlikely Mr H disclosed the name of the prescription medication or the correct diagnosis, to allow Cigna to provide him with accurate information.

Mr H did not accept the Adjudicator's recommendation and asked for a final decision from the Ombudsman.

Subsequent Submissions

In requesting a final decision from the Ombudsman, Mr H said he agreed that the policy did not cover the claim, but he was still awaiting policy documents.

He said he made multiple attempts to obtain the policy documents, and to confirm whether the specific mediation was covered, prior to purchasing it. At the very least, Cigna did not provide sufficient clear information for him

to determine whether the medication was covered, and at worst it provided him with inaccurate information about cover. Either way, he says this led him to purchase the medication on the understanding that it was within the cover provided by the policy.

The complaint has therefore been passed to me for a final decision.

Findings

I have considered all the available evidence and arguments to decide what is, in my opinion, fair and reasonable in the individual circumstances of this complaint. Where necessary or appropriate, I reach my conclusions on the balance of probabilities; that is, what I consider is most likely to have happened, in light of the evidence that is available and the wider surrounding circumstances.

The key issue for me to decide is whether I think Cigna made an error when it declined the claim.

I am satisfied from the evidence provided to me that medication designed to suppress appetite is excluded from cover under the terms of the policy. I say this because I have been provided with the relevant exclusions, which say:

> ***"Exclusions, Expenses Not Covered and General Limitations***
> ***Exclusions and Expenses Not Covered***
> *Additional coverage limitations determined by plan or provider type are shown in The Schedule. Payment for the following is specifically excluded from this plan:*
>
> […]
>
> - *medical and surgical services, initial and repeat, intended for the treatment or control of obesity, except for treatment of clinically severe (morbid) obesity as shown in Covered Expenses, including: medical and surgical services to alter appearance or physical changes that are the result of any surgery performed for the management of obesity or clinically severe (morbid) obesity; and weight loss programs or treatments, whether prescribed or recommended by a Physician or under medical supervision."*

And;

> ***"Prescription Drug Benefits – International***
>
> ***Exclusions***
>
> […]
>
> - *any product dispensed for the purpose of appetite suppression (anorectics) or weight loss."*

As the prescription medication Mr H claimed for was for appetite suppression, I am satisfied it was excluded under the terms of the policy. Therefore, I think Cigna was entitled to turn down the claim based on the contract terms.

I have gone on to consider whether I think Cigna gave Mr H misleading information, or failed to give him information, which led to him purchasing the medication in the belief that it was covered by the policy.

The contract of insurance here was between Mr H's employer and Cigna. Mr H is a beneficiary of the policy. This means Cigna was required to provide a copy of the contract terms to the employer. It is not obliged to provide Mr H with a copy of the terms. Cigna issued the employer with the relevant policy documents on 10 June 2025. So, I find it has fulfilled its obligations.

Turning to whether Mr H was misled, Mr H insists he had a telephone call with Cigna in late June or early July, before he had a consultation with the doctor and obtained the prescription medication. He says he was told the medication would be covered.

Cigna says it has no record or recording of such a call, so I cannot listen to exactly what was said, or even be certain that a call took place. However, I have considered what Mr H recalls about the call. I've set out examples of his recollections below:

In a later call with Cigna on 13 July 2025, Mr H said *"Prior to attending this appointment, I was told that prescription medication was covered under this plan."*

In an email, dated 13 July 2025, Mr H said *"It was prescribed by a physician for diabetes and I was informed that this is covered by health insurers."*

In an email on/around 22 August 2025, Mr H says that in the original call he was told that *"…this sort of medication/claim was within scope of cover."*

I have also considered what Mr H said on the claim forms. On 2 July 2025 Mr H submitted a claim form to Cigna for the costs of *"Consultation and prescription medication (semaglutide) following high BMI/cholesterol in health screening"*.

On 12 July 2025 Mr H submitted a second claim form, which detailed the diagnosis and symptoms as *"Health screening showed high cholesterol/diabetes. I am advised to see this physician for prescription medication."*.

Having weighed-up Mr H's recollections and the claim forms, I am not persuaded the evidence is sufficient for me to conclude it is more likely than not that Cigna misled Mr H. His various comments about what was said in the call before he purchased the medication, do not suggest that he asked Cigna whether appetite suppressing medication, prescribed for weight loss, would be covered. It appears that any discussion is likely to have been more general than that, or possible suggested that the medication was to control diabetes.

In the claim forms, even after Mr H had been given a diagnosis and had been prescribed medication, Mr H did not specify that he had been prescribed appetite suppressing medication for weight loss. It was not until 12 August 2025 that Cigna received a copy of the medical note from Mr H's physician, that said the medication had been prescribed for weight management, not for diabetes or high cholesterol.

On balance, there is little persuasive evidence to suggest Mr H was misled and I am satisfied the medication was excluded from cover. As such I conclude that Cigna correctly declined the claim in line with the terms of the policy.

Final Decision

My final decision is that I do not uphold Mr H's complaint.

Greg Barham
Ombudsman

Date: 19 February 2026